

A. G. Contract No. KR92-1101-TRN
ECS File: JPA 92-45
COS No: 940009
Project: RAM600-1-515/H2409 01C
Section: Pima Freeway (101L) -
90th Street
(Traffic Interchange)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SCOTTSDALE

THIS AGREEMENT is entered into 20 June, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SCOTTSDALE, acting by and through its CITY COUNCIL (the
"City").

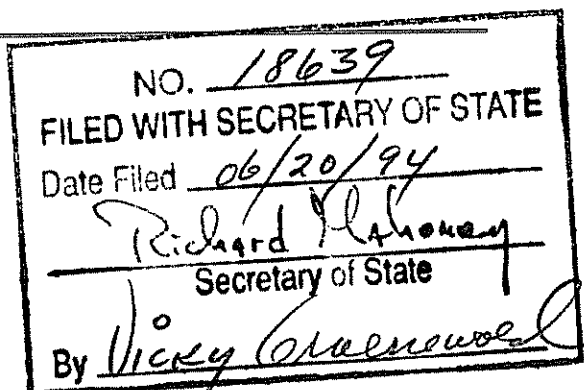
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter, Article 1, Section 3-1 to
enter into this agreement and has by resolution, a copy of
which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the City.

3. Incident to the future construction of the Pima
Freeway (101L) and the 90th Street traffic interchange (TI)
contemplated by the State, the City requests the State to
include new curb, gutter and sidewalks, and modify existing
traffic signals, new pavement markings and traffic control on
the north, east and west legs of the 90th Street and Via Linda
intersection, hereinafter referred to as the "Project", at the
City's expense, an estimated cost of \$40,500.00.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Incorporate said Project as part of the State's ongoing project to improve 90th Street south of the traffic intersection. Provide design plans, specifications and such other documents and services necessary for bidding and construction of the Project. Incorporate City review comments as appropriate.

b. Call for bids and, with the concurrence of the City, award one or more construction contracts. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion of design, invoice the City for the design cost of the Project, in an amount estimated at \$3,800.00.

d. Perform construction engineering for the Project.

e. Invoice the City for its share of the actual construction cost of the Project plus fifteen percent (15%) for construction engineering, in an amount estimated at \$36,700.00.

f. Upon completion of construction, approve and accept the Project on behalf of the parties hereto.

2. The City will:

a. Review design plans and provide comments.

b. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Reimburse the State for the actual design and construction costs of the Project, plus fifteen percent (15%) for construction engineering, in a total amount estimated at \$40,500.00, within thirty (30) days after receipt of invoices. Construction costs will be based on unit costs in the construction bid accepted by the State.

d. Upon completion provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursement; provided, however, that this agreement, except any provisions herein for

maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

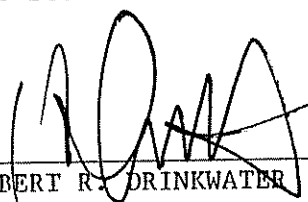
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Scottsdale
City Manager
3939 Civic Center Boulevard
Scottsdale, AZ 85251

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF SCOTTSDALE

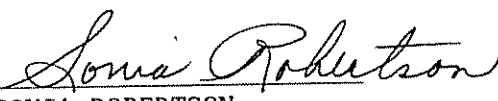
By 
HERBERT R. DRINKWATER
Mayor

STATE OF ARIZONA

Department of Transportation

By 
for ROBERT P. MICKELSON, P.E.
Chief Deputy State Engineer

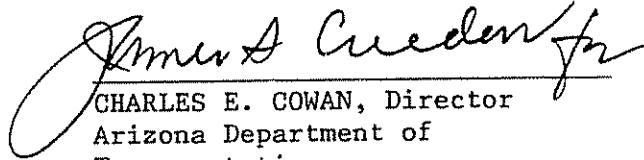
ATTEST:

By 
SONIA ROBERTSON
City Clerk

RESOLUTION

BE IT RESOLVED on this 13th day of April 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Scottsdale for the purpose of defining the design, construction, maintenance and financial responsibilities for the 90th Street and Via Linda intersection.

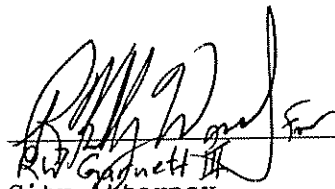
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES E. COWAN, Director
Arizona Department of
Transportation

APPROVAL OF THE SCOTTSDALE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SCOTTSDALE, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14th day of April, 1994.



R. W. Gagnett III
City Attorney

RESOLUTION NO. 3996

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, FOR THE PURPOSE OF IMPROVING 90TH STREET AND IT'S INTERSECTION WITH VIA LINDA.

WHEREAS, the Arizona Revised Statutes §11-951, et seq. provide that public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, Article 1, Sec. 3-1 of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the Arizona Department of Transportation has programmed improvements to 90th Street south of Via Linda incidental to the construction of the Pima Outer Loop Freeway;

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That Mayor Herbert R. Drinkwater execute the attached intergovernmental agreement authorizing the City of Scottsdale to:

- A. Reimburse the State for the actual design engineering costs associated with improvements to the north, east, and west legs of the intersection of 90th Street and Via Linda (estimated to be approximately \$3,800.00).
- B. Reimburse the State for the actual construction costs, plus fifteen percent (15%) for construction engineering, associated with improvements to the north, east, and west legs of the intersection of 90th Street and Via Linda (estimated to be approximately \$36,700.00).

PASSED AND ADOPTED by the Council of Scottsdale, Maricopa County, Arizona this 2nd day of May, 1994.

ATTEST:

Sonia Robertson
City Clerk

By:

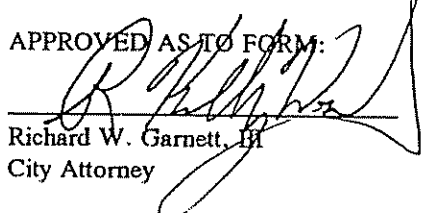

City Clerk

By:

CITY OF SCOTTSDALE,
a municipal corporation


Herbert R. Drinkwater
Mayor

APPROVED AS TO FORM:


Richard W. Garnett, III
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-1101-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of June, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G